

LANDSCAPE MAINTENANCE AGREEMENT

A.G. CONTRACT NO. 83-446

ARIZONA PROJECT I-40-1(57)

ECS FILE: JPA-83-04

(KINGMAN INTERSTATE FREEWAY TRAFFIC INTERCHANGES)

THIS AGREEMENT, made this 10th day of August, 1983.

pursuant to A.R.S. Sec. 11-951 through Sec. 11-954, by and between the Department of Transportation, Highways Division, an agency of the State of Arizona, thereunto duly authorized, hereinafter designated Department of Transportation and the City of Kingman, a municipal corporation, thereunto duly authorized, hereinafter designated as City.

Witnesseth:

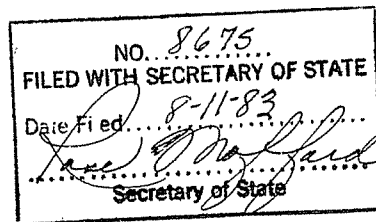
WHEREAS, it is to the mutual advantage of the Department of Transportation and the City to landscape three traffic interchanges within the right-of-way on Interstate 40 from the West Kingman Traffic Interchange Westbound Roadway Station 2575+00 to the East Kingman Traffic Interchange Westbound Roadway Station 2808+00, a net distance of approximately 4.41 miles.

NOW THEREFORE, it is hereby mutually agreed by and between the Department of Transportation and the City, pursuant to the authority contained in A.R.S. Sec. 28-108, as follows:

1. The Department of Transportation will prepare plans for the landscaping and irrigation project and submit them to the Federal Highway Administration for approval.

2. Upon approval, the project will be constructed by the Department of Transportation using federal funds apportioned to the State of Arizona.

3. The City shall furnish and install necessary water services from existing water mains to the designated locations within the right-of-way from the West Kingman Traffic Interchange Westbound Roadway Station 2575+00 to the East Kingman Traffic Interchange Westbound Roadway Station 2808+00 at the City established water service schedule rates, all at Department of Transportation expense.



4. The City shall furnish all water during construction phase, and all water hereafter necessary to properly maintain the landscape between the right-of-way lines from the West Kingman Traffic Interchange Westbound Roadway Station 2575+00 to the East Kingman Traffic Interchange Westbound Roadway Station 2808+00, all at City expense.

5. The Department of Transportation shall maintain the landscaping and irrigation system within the right-of-way from the West Kingman Traffic Interchange Westbound Roadway Station 2575+00 to the East Kingman Traffic Interchange Westbound Roadway Station 2808+00.

6. The Department of Transportation shall furnish all electrical power necessary to maintain the landscaping within the right-of-way from the West Kingman Traffic Interchange Westbound Roadway Station 2575+00 to the East Kingman Traffic Interchange Westbound Roadway Station 2808+00.

7. The City hereby agrees to save and hold harmless the Department of Transportation, or any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever, which is caused by an activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the City, any of its agents, or any of its independent contractors. The above cost incurred by the Department of Transportation or any of its departments, agencies or employees shall include in the event of an action, court costs, expenses of litigation and reasonable attorneys' fees. When any above cost, damage or other damage occurs as aforesaid, the City assumes the burden of proof that the activity, condition, or event did not cause such cost, damage or other damage.

8. This agreement shall be filed with the Secretary of State and shall become effective on the date of such filing.

9. Attached hereto are resolutions of the Department of Transportation and the City authorizing both entities to enter into this agreement, and a written determination by the City Attorney of Kingman that this agreement is in proper form and within the powers and authority granted to the City under the laws of this State.

10. The effective date of this agreement shall be upon filing with the Secretary of State and shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this agreement violates any Arizona law, rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless the parties hereto mutually agree by formal amendment reflected herein to this agreement not less than one (1) month prior to the initial or renewed expiration date.

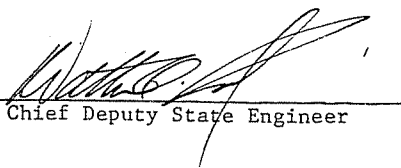
11. All parties are hereby put on notice that this Contract (Agreement) is subject to cancellation by the Governor, pursuant to Arizona Revised Statutes, Section 38-511.

IT WITNESS WHEREOF the parties have executed two copies of this agreement on the day and year herein written.

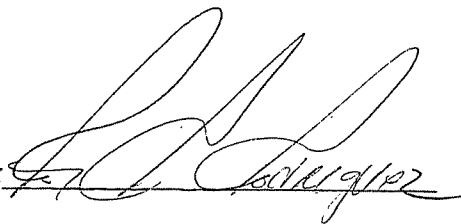
ARIZONA DEPARTMENT OF
TRANSPORTATION

CITY OF KINGMAN, a municipal
corporation

BY


Chief Deputy State Engineer

BY


6/11/91

1983 JUL -7

CITY OF KINGMAN

RESOLUTION NO. 891

A RESOLUTION BY THE MAYOR AND COMMON COUNCIL
OF THE CITY OF KINGMAN, ARIZONA; APPROVING
AND AUTHORIZING ENTERING INTO A LANDSCAPE
MAINTENANCE AGREEMENT - ARIZONA PROJECT I-40-1(57)
(KINGMAN INTERSTATE FREEWAY TRAFFIC INTERCHANGES).

WHEREAS, the State is empowered by ARIZONA REVISED STATUTES,
Section 28-108, to enter into such an agreement; and

WHEREAS, the CITY is empowered by A.R.S. 9-672, A.R.S. 28-108
and A.R.S. 11-951 et. seq., to enter into such an agreement;
and


WHEREAS, it is deemed beneficial for the City of Kingman to enter
such an agreement;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the CITY
OF KINGMAN, Arizona, that

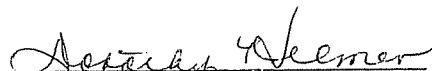
the Mayor of the City of Kingman is hereby authorized
to execute the attached LANDSCAPE MAINTENANCE AGREE-
MENT - ARIZONA PROJECT I-40-1(57) (KINGMAN INTERSTATE
FREEWAY TRAFFIC INTERCHANGES).

PASSED AND ADOPTED by the Common Council of the CITY OF KINGMAN,
Arizona, this 5th day of July, 1983.

APPROVED:


Robert Rodriguez, Mayor

ATTEST:


Dorothy Helmer, City Clerk



OFFICE OF THE
Attorney General

TRANSPORTATION DIVISION
1275 WEST WASHINGTON
PHOENIX, ARIZONA 85007
(602) 255-1680

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 83-446, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. Sec. 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.


DATED this 5th day of August, 198³.

ROBERT K. CORBIN
Attorney General

Albert Meyer
Assistant Attorney General
Transportation Division

RESOLUTION

Be it resolved on this date, August 10, 1983, I WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division and the CITY OF KINGMAN, acting by and through its COMMON COUNCIL enter into an intergovernmental agreement for the purpose of landscaping three traffic interchanges within the right-of-way on Interstate 40 from the West Kingman Traffic Interchange, Westbound Road, Station 257+00 to the East Kingman Traffic Interchange, Westbound Roadway, Station 2808+00, and request the City to perform certain work and supply necessary materials required to maintain the specified areas in the manner specified in the attached agreement.


W. A. ORDWAY, Director
Arizona Department of Transportation